



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

RECTIFICATION COMPLAINT NO. 577 OF 2026

In

COMPLAINT NO. 62 OF 2024

Harvinder Singh Rara

...COMPLAINANT(S)

VERSUS

BPTP Parkland Pride Ltd. & Others

....RESPONDENT(S)

CORAM:

Parneet S. Sachdev

Chairman

Dr. Geeta Rathee Singh

Member

Chander Shekhar

Member

Date of Hearing: 21.05.2026

Hearing: 1st

Present: - Mr. Sanyam Diwan, Counsel for the Complainant through VC.

Mr. Tejeshwar Singh, Counsel for the respondent through VC.

ORDER (PARNEET S. SACHDEV-CHAIRMAN)

1. As per office record, a notice dated 23.04.2026 was issued to the respondents for filing of reply. Same stands delivered on 27.04.2026. However, reply has not been filed by the respondents.
2. Present complaint has been filed by complainant's counsel Adv. Sanyam Diwan in registry on 13.04.2026, seeking rectification of the disposal order dated 14.10.2025 passed in complaint no. 62/2024.

3. *In the complaint, it is stated as follows:-*

- a. The Haryana Real Estate Regulatory Authority, upon hearing both parties and after detailed consideration of the facts and law applicable, passed an Order on 14th October, 2025. In the impugned Order, the Authority awarded delay interest of approximately ₹24,41,555/- to the Petitioner for the period from 14th March, 2016 to 1st August, 2024, calculated at the rate of SBI MCLR + 2% per annum (10.85% per annum as per Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017). However, the Authority calculated the deemed date of possession from 14th March, 2016 (the date of execution of the revised BBA) instead of calculating it from the original possession deadline of 20th February, 2013 (or 20th August, 2013 with the grace period), arising from the original BBA dated 20th August, 2010. This erroneous calculation of the possession date forms the principal basis for this Revision Petition.

- b. The original BBA executed on 20th August, 2010 is the foundational first contract between the Petitioner and the respondents. This contract contained an express and unambiguous clause providing for a construction period of 30 months from the date of execution of the BBA. By the express terms of this contract, the respondents were obligated to deliver possession of Unit L-56-SF by 20th February, 2013 (30 months from 20th August, 2010), with an additional grace period of 180 days for pursuing the occupation certificate, extending the deadline to approximately 20th August, 2013. The respondents themselves agreed to and acknowledged this timeline when they executed the BBA. There is no ambiguity, and there is no dispute regarding these dates.
- c. The substitution of the unit from L-56-SF to PE-108-SF was effected not by the voluntary agreement of the Petitioner but under duress and coercion exercised by the respondents. The respondents explicitly threatened that if the Petitioner did not accept the substitute unit and sign the addendum and affidavit, the original unit would be cancelled and only a 9% refund would be made. Such conduct constitutes unconscionable behavior and duress. A contract or an agreement entered into under duress cannot form the basis for resetting contractual timelines or extinguishing substantive rights.

d. The Petitioner did not voluntarily agree to forego the benefit of the original 30-month construction period; he was forced to accept the substitution as a matter of survival of his investment.

e. The practical impact of the erroneous calculation is staggering. The Authority awarded delay interest of approximately ₹24,41,555/- for the period from 14th March, 2016 to 1st August, 2024, a period of approximately 8 years and 4.5 months. However, if the delay interest is calculated from the correct date, i.e., from 20th August, 2012 (30 months from the original BBA date of 20th August, 2010) to 1st August, 2024, a period of approximately 11 years and 11.36 months, the total delay interest would be approximately *₹32,04,229.50/- (subject to the exact variations in SBI MCLR rates during this period).

4. Accordingly, it is prayed that:

- i. Set aside the impugned Order dated 14th October, 2025 passed by the Haryana Real Estate Regulatory Authority (HRERA) in Complaint No. 62 of 2024, particularly the calculation of delay possession charges therein;
- ii. Hold and declare that the correct deemed date of possession for calculating delay interest is 20th August, 2012 (being 30 months from the original Builder Buyer

Agreement dated 20th August, 2010) and not 14th March, 2016;

iii. Direct the Respondents to immediately recalculate and pay the additional delay interest accrued from 20th August, 2012 to 1st August, 2024 on the principal amount ₹27,19,234.12 at the rate of SBI MCLR + 2% per annum (currently 10.85% per annum), which shall be approximately ₹31,83,987/- (subject to exact SBI MCLR variations);

iv. Pass such further and other orders as this Hon'ble Tribunal deems fit and proper in the circumstances of the case.

5. *Ld. counsel for respondent* argued that delay interest has been rightly calculated on the basis of builder buyer agreement dated 14.03.2014.
6. *The Authority*, upon a careful perusal of the rectification application, observes that the complainant is not seeking rectification of any clerical or typographical error but, in fact, seek modification of a substantive determination i.e '**Delayed Possession Charges Amount**' made in paragraph 29 and 31 of the final order dated 14.10.2025. The said order was passed on merits based on the documents available on record at the time of adjudication.
7. At this stage, it is pertinent to reproduce Section 39 of the Real Estate (Regulation and Development) Act, 2016, which states as follows:

“Section 39: Rectification of orders – The Authority may, at any time within a period of two years from the date of the order made under this Act, with a view to rectifying any mistake apparent from the record, amend any order passed by it, and shall make such amendment, if the mistake is brought to its notice by the parties:

Provided that no such amendment shall be made in respect of any order against which an appeal has been preferred under this Act:

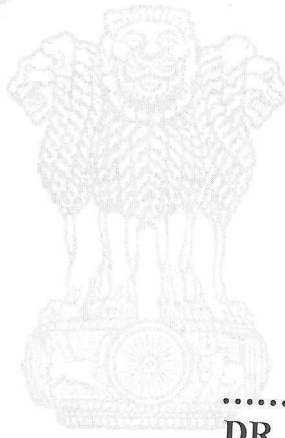
Provided further that the Authority shall not, while rectifying any mistake apparent from record, amend substantive part of its order passed under the provisions of this Act.”

8. Section 39 empowers the Authority to rectify only those mistakes that are apparent from the record. The word “record” referred to in Section 39 does not refer solely to the order of the Authority, but also includes all proceedings on which the order is based. ‘Record’ encompasses all the documents present in the file as on the date of passing of the order. However, once the order is passed by the Authority and the file is closed, there is no scope for making additions to the ‘record’.
9. In the present case, the complainant seek rectification of the Delayed Possession Charges awarded on basis of builder buyer agreement dated 14.03.2014. A perusal of the order reveals that the Authority has carefully considered the original BBA, how complainant surrendered the original unit and then entered into a fresh BBA for the second unit. Obviously, the surrendered unit has no consequence, it is the second unit allotted and its BBA dated 14th March, 2016 that has

consequence. The Authority after a careful examination has correctly calculated the due interest. There is no mistake apparent from record.

10. In essence, they seek a change in the substantive part of the order passed on merits on basis of available documents. As such, it is not permitted within the meaning of Section 39.

11. In view of the foregoing, the present rectification complaint does not meet the requirements of Section 39 of the Act and is therefore **disposed of as dismissed and rejected**. File be consigned to the record room after uploading this order on the website of the Authority.



Chander
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CHANDER SHEKHAR
[MEMBER]

Geeta
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DR. GEETA RATHEE SINGH
[MEMBER]

Parneet
.....
PARNEET S. SACHDEV
[CHAIRMAN]